

**GENERAL PROVISIONS FOR USE
WITH INDIVIDUAL CONSULTANTS
UNDER
U. S. DEPARTMENT OF ENERGY
PRIME CONTRACT NO. DE-AC09-09SR22505**

**SAVANNAH RIVER REMEDIATION LLC
SAVANNAH RIVER SITE
AIKEN, SC 29808**

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** Incorporated by reference to appropriate FAR clause (see <http://www.arnet.gov/far>) and DEAR (<http://professionals.pr.doe.gov>)*

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A.1 REPORTS

As a part of the work and services to be performed, the Consultant will furnish intermediate reports to SRR from time to time, when requested, in such form

and number as may be required by SRR, and will make such final reports as may be required by SRR concerning the work and services performed under the Subcontract.

A.2 TRAVEL

A. Allowable costs for air travel will be limited to the lowest available airfare. To the extent reasonable, the Consultant will make use of commercial discount airfares, Government contract airfares, and customary standard airfares. First class air travel will only be used when other less expensive accommodations are not reasonably available to meet the necessary duty requirements. Such accommodations are considered "not reasonably available" when they would:

- Require circuitous routing;
- Require travel during unreasonable hours;
- Greatly increase the duration of the flight;
- Result in additional costs which would offset the transportation saving; or
- Offer accommodations which are not reasonably adequate for the medical needs of the traveler.

B. (1) The allowance for the use of personal automobile on official business shall not be higher than the rate authorized in FPMR 101.7.1. Such allowance shall be based on the mileage between the authorized points of travel as listed in Rand-McNally standard distance charts. A variation of ten percent, if reasonable under the circumstances, is allowable, except when a longer route is necessitated by road or weather conditions.

(2) Additional allowances shall be made for daytime and overnight parking and for ferry, toll road, tunnel, or toll bridge charges. In the event two or more persons travel in one automobile, only one mileage allowance will be paid.

(3) The allowance for an employee on official travel who uses a privately owned automobile for the employee's own convenience in lieu of commercial transportation will be air coach fare plus a reasonable allowance for other normal travel costs, such as for taxi fare, required to get to the airport and to the point of destination and origin, or the applicable mileage rate, whichever is less. In such instances, reimbursement for living allowance will be limited to the time required as if the employee had used air transportation.

C. Promotional Materials (Received in Conjunction with Official Travel From Common Carriers,

Rental Car Companies or Other Commercial Sources)

All promotional materials (e.g., bonus flights, reduced-fare coupons, cash, merchandise, gifts, credits toward future free or reduced costs, etc.) received by Consultants in conjunction with official travel or applicable to the purchase of travel tickets or other services such as car rental, are due the Consultant and may not be retained by the Consultant(s). If a Consultant(s) receives such promotional materials from any commercial source incident to official travel, the Consultant(s) shall accept the material on behalf of the Federal Government and relinquish it to SRR.

- D. (1) Foreign travel, when charged directly, shall be subject to the prior approval of SRR for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of the United States and its territories and possessions.
- (2) Request for approval shall be submitted at least 60 days prior to the planned departure date, on a Request for Approval of Foreign Travel form, and, when applicable include a notification of proposed sensitive foreign nation travel.
- (3) Consultant foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1, Official Foreign Travel, or any official version of the order in effect at the time of award.

A.3 INDEPENDENT CONTRACTOR

In the performance of the work and services under the terms of the Subcontract, the Consultant will act solely as an independent contractor, and nothing contained herein or implied will at any time be so construed as to create the relationship of employer and employee, partnership, principal and agent, or joint adventurer as between SRR and Consultant. The manner and method of implementing and completing any work to be performed under the terms of the Subcontract will be left to Consultant's control and professional judgment. It is understood that SRR has no obligation under local, state, or federal laws regarding the Consultant or any employees, agents or subcontractors employed by the Consultant and that the total commitment and liability of SRR in regard to any arrangement or work performed under the Subcontract is to pay the fees and expenses pursuant to the provisions hereof.

A.4 CONFIDENTIALITY OF INFORMATION

- A. To the extent that the work under the Subcontract requires that the Consultant be given access to confidential or proprietary business, technical or financial information belonging to the Government, SRR or other companies, the Consultant shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by SRR or the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
- Information which, at the time of receipt by the Consultant, is in public domain;
 - Information which is published after receipt thereof by the Consultant or otherwise becomes part of the public domain through no fault of the Consultant;
 - Information which the Consultant can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the government or other companies;
 - Information which the Consultant can demonstrate was received by it from a third party who did not require the Consultant to hold it in confidence.
- B. The Consultant shall obtain the written agreement, in a form satisfactory to SRR, of each employee permitted access, whereby the employee agrees not to discuss, divulge or disclose any such information or data to any person or entity except those persons within the Consultant's organization directly concerned with the performance of the contract.
- C. The Consultant agrees, if requested by the SRR or the Government, to sign an agreement identical, in all material respects, to the provisions of this article, with each company supplying information to the Consultant under the Subcontract, and to supply a copy of such agreement to SRR. From time to time upon request of SRR, the Consultant shall supply SRR with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Consultant received such information.
- D. (1) The Consultant agrees that upon request by DOE or SRR, it will execute a DOE-approved agreement, with any party whose facilities or proprietary data it is given access to or is furnished, restricting the use and disclosure of the data or the information obtained from the facilities. Upon request

by DOE or SRR such an agreement shall also be signed by Consultant personnel.

- (2) Consultants will indemnify and hold SRR harmless from any and all liabilities, claims, demands, actions, costs, damages and any expenses relating thereto (including but not limited to reasonable attorney's fees) arising from any nonauthorized disclosure of information, protected by Paragraph 7 above, by Consultant or any of its directors, officers, employees, agents, subcontractors or permitted assigns.

A.5 REPORTING OF ROYALTIES

(Note: This Article applies if the Subcontract is in excess of \$25,000.)

If any royalty payments are directly involved in the Subcontract or are reflected in the Agreement price, the Consultant agrees to report in writing to SRR during the performance of the Subcontract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of the Subcontract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which the royalties are to be paid. The approval of DOE or SRR of any individual payments or royalties shall not stop the Government or SRR at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

A.6 TAXES

- A. All taxes applicable to any amounts paid by SRR to the Consultant under the Subcontract will be the Consultant's liability and SRR shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or worker's compensation. Upon request by SRR, the Consultant will provide documentation evidencing compliance with all applicable federal, state and municipal income tax and/or self-employment tax laws in regard to amounts received under the Subcontract.
- B. In accordance with current law, SRR shall annually file with the Internal Revenue Service a Form 1099-MSIC., U.S. Information Return for Recipients of Miscellaneous Income, reflecting the gross annual payments by SRR to the Consultant, net of any reimbursed expenses incurred by the Consultant on behalf of SRR, pursuant to the Subcontract. The Consultant

hereby acknowledges personal income tax liability for the self-employment tax imposed by Section 1401 of the Internal Code, and the payment when applicable, or estimated quarterly Internal Revenue Service Forms 1040-ES, declaration of estimated tax by individuals.

A.7 TERMINATION

SRR has the right to terminate the Subcontract or any work being performed under any schedule executed pursuant thereto at any time by a written notice to the Consultant. In such event, notwithstanding any other provisions of the Subcontract, all work and services being performed under the Subcontract or any schedule being terminated will automatically and instantly terminate and SRR will have no liability or obligation for any performance by Consultant after the Consultant received or should have received such notice.

A.8 ASSIGNMENT

The Consultant may not assign the Subcontract or any schedule executed pursuant thereto, nor may the Consultant delegate or subcontract the performance and obligations imposed hereunder without the consent of SRR.

A.9 DISPUTES

- A. Consultant shall not be entitled to and neither SRR nor the Government shall be liable to the Consultant or its lower tier subcontractors (includes suppliers) for damages in tort (including negligence), or contract, or otherwise, except as specifically provided in this order.
- B. The Parties shall attempt to settle any claim or controversy arising from this Order through consultation and negotiations in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator chosen by the Parties within thirty (30) days after written notice by one party demanding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, and the Parties will share the costs of the mediation equally. Any dispute which cannot be resolved between the Parties through negotiation or mediation shall be resolved by litigation in a court of competent jurisdiction located in the State of South Carolina. Determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government; if there is no applicable Federal Government contract law, the law of the

State of South Carolina shall apply in the determination of such issues.

- C. While a dispute is pending, the Consultant shall proceed diligently with performance of all terms of this Order. The Consultant's consent to so proceed shall not restrict or otherwise affect the Contractor's right to contest any claim.

A.10 INSURANCE

A. Professional Liability.

The Consultant shall, when directed by SRR, maintain professional liability insurance insuring against acts of omission and commission by the Consultant in amounts satisfactory to SRR and issued by insurance carriers approved by SRR. Upon request, the Consultant shall provide a certificate of insurance to SRR meeting the requirements of this article.

B. Automobile Liability Insurance.

In the event that the Consultant is required to perform work or services on SRR owned or controlled premises, including but not limited to the Savannah River Site, and in the performance thereof the Consultant uses a Consultant owned, leased or rented automobile, the Consultant shall provide a certificate of insurance to SRR upon request for automobile liability insurance including bodily injury and property damage with limits of at least \$500,000 per person and \$1,000,000 per accident issued by an insurance carrier satisfactory to SRR. Nothing in this article shall be construed as requiring the Consultant to provide insurance coverage in excess of the statutory minimum amounts stipulated by the State in which the Consultant's vehicle is registered and insured, when the use of the automobile is solely for transportation to and from the SRR owned or controlled premises.

Note: All personnel operating motor vehicles at SRS must have a valid driver's license, vehicle registration and proof of insurance (regardless of state of origin). Anyone not having these documents is subject to being denied access to SRS and, if in violation of a law, being cited for the violation.

A.11 RELEASE OF LIABILITY

The Consultant hereby releases SRR from any and all liability for damage to property or loss thereof, personal injury or death during the term of the Subcontract (and any extensions thereof) or thereafter, sustained by the Consultant, and any employee, agent or subcontractor employed by the Consultant as a result of performing the services under the Subcontract or arising out of the

performance of such services, and the Consultant will indemnify and save SRR harmless from any and all claims arising from or by reason of such property damage or loss, personal injury or death, except where such damage, loss, injury or death is caused by or results from the sole negligence of SRR, its agents or employees.

A.12 GENERAL

- A. The Consultant has no authority whatever, expressed or implied, by virtue of the Subcontract to commit SRR in any way to perform in any manner or to pay money for services or material.
- B. The Subcontract will be void and without any binding effect on SRR if the Consultant or any Consultant employee utilized in the performance of the Subcontract is a candidate for federal, state or local political office or holds any such office, unless and until it has been approved by the General Counsel of SRR or his/her designee.
- C. The whole and entire agreement of the parties is set forth in the Subcontract and the schedules executed pursuant thereto (which are hereby incorporated and made a part of the Subcontract as executed) and the parties are not bound by any agreements, understanding or conditions otherwise than as expressly set forth therein or in any schedule incorporated into the Subcontract.
- D. The terms of the Subcontract and of any of the schedule executed pursuant hereto and incorporated herein are to be read and interpreted, if possible, so that there is no conflict between them. To the extent there is such conflict, the terms of the applicable schedule will prevail.
- E. Neither the Subcontract nor any schedule incorporated therein may be changed or modified in any manner except by a writing mutually signed by the parties or their respective successors and permitted assigns.
- F. The Subcontract and all schedules incorporated therein will inure to the benefit of the parties and their respective successors and permitted assigns.
- G. In the event of an inconsistency between provisions of this Order, the inconsistency shall be resolved by giving precedence as follows:
 - (1) Purchase order;
 - (2) These General Provisions;
 - (3) Statement of work; and
 - (4) Other provisions of this Order, whether incorporated by reference or otherwise.
- H. Wherever references are made in this Order to standards or codes in accordance with which the Work under this Order is to be performed, the edition or revision of the standards or codes

current on the effective date of this Order shall apply unless otherwise expressly stated in the specifications and drawings. In case of conflict between any reference standards and codes and any Order Document, the latter shall govern.

A.13 TAX WITHHOLDING FOR NONRESIDENTS

- A. Withholdings required by section 12-8-550 do not apply to payments on orders for tangible personal property when those payments are not accompanied by services to be performed within the state of South Carolina.
- B. Under Title 12 of the Code of Laws of South Carolina, section 12-8-550, two (2) percent of each and every payment made to Consultant that is a nonresidents of the State of South Carolina and is conducting a business or performing personal services of a temporary nature carried on within South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where an order or a subcontract exceeds or could reasonably be expected to exceed ten thousand dollars (\$10,000.00) SRR will withhold as required by law.
- C. Under Title 12 of the Code of Laws of South Carolina, section 12-8-540, seven (7) percent (five (5) percent for corporations) of each and every payment of rentals or royalties to Consultants who are nonresidents of the State of South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where the payments amount to twelve hundred dollars (\$1,200.00) or more a year. SRR will withhold as required by law.
- D. The above withholdings will not be made provided the Consultant presents the affidavit of registration with the South Carolina Department of Revenue or the South Carolina Secretary of State's Office, or proof of having posted the appropriate bond with the South Carolina Tax Commission.

A.14 FITNESS FOR DUTY AND WORKPLACE SUBSTANCE ABUSE PROGRAM

SRR expects that Consultant and lower tier consultant employees who will perform work on-site will be physically and mentally fit to meet the requirements of the job descriptions for labor under this Purchase Order/Agreement. SRR has absolute authority to reject said employees who are not fit for duty or manifest their unfitness after performing work, and Consultant and lower tier consultants will

immediately replace said employees as a condition of this Purchase Order/Agreement.

A. Fitness for Duty.

- (1) (i) The Consultant shall advise employees and the employees of his lower tier consultants and agents that it is the policy of SRR to prohibit the use, possession, sale and distribution of alcohol, drugs or other controlled substance within the limits of the Savannah River Site (SRS), and/or any offsite facilities, and to prohibit the presence of individuals who have such substances in the body for non-medical reasons. Any Consultant employee, including Consultant, who is found in violation of the policy may be removed or barred from the site.
- (ii) The Consultant agrees to advise its employees and the employees of lower tier Subcontracts of the above policy prior to assignment to the Site and to maintain documentation that such advice has been given.
- (2) SRR will collect urine specimens when Consultant employees are processed for badging. SRR will send these specimens to a consultant for testing and verification. The testing process may take up to five (5) days to obtain results. In the event of "positive" findings, the Consultant will be notified and shall bring the individual to the Badge Office for an "Exit Conference". The Consultant then agrees to promptly remove such individual from the Savannah River Site and return the badge to the SRR Badge Office.
- (3) The Consultant agrees to secure the written consent of employees, and to provide consent to release results of urine tests to the designated SRR representative. SRR agrees to use such results solely in connection with its decision as to whether to permit a Consultant or Consultant's employee, lower tier subcontractor employee or agent to access Savannah River Site property.
- (4) SRR will also conduct for-cause and random drug and alcohol testing on all employees badged by SRR. The Consultant agrees to comply with and secure the compliance of employees and employees of lower tier subcontractors with this testing. In the event of "positive" findings, the Consultant agrees to promptly remove such individual employee(s) from the Savannah River Site and return his or her badge to the SRR

Badging Office.

- (5) A Breath Alcohol Test will be given during the initial badging process and the results will be available immediately. In the event of "positive" findings, the Consultant's employee will not be badged, shall be issued a temporary pass, and will be escorted offsite by an SRR Subcontractor Representative.

B. Suitability for Employment.

- (1) Consultant or Consultant's employees, including employees of lower tier subcontractors, who are to be badged to permit Savannah River Site access, must successfully complete Suitability for Employment process. As part of this process, the Consultant agrees to advise its employees and employees of lower tier Consultants that they will be required to complete certain forms, which authorize background investigations. These forms shall be submitted during the badging process. Consultant will also be required these forms.
- (2) Consultant and Consultant's employees will be issued a photo badge and allowed site access on the first reporting day. In the event a Consultant and Consultant's employee subsequently fails to successfully complete the background investigation, the Consultant agrees to promptly remove himself or such individual employee(s) from the site and to return the badge to the SRR Badging Office.
- (3) Consultant agrees to advise employees of the above requirement prior to assignment to the Savannah River Site and to maintain documentation that such advice has been given.

A.15 BADGING REQUIREMENTS

A. Photo Badge.

- (1) Employees may be issued a site access photo badge for a period not to exceed one year. To obtain a Photo Badge, Consultant employees and any lower tier subcontractor employees must be processed through SRR's Subcontractor Badging Procedure and are subject to investigation by Governmental authorities. All badges must be returned or accounted for prior to final payment. All employees must be at least 18 years old.
- (2) Consultant employees and any lower tier subcontractor employees shall complete Subcontractor Employee Data Sheet and

Fingerprint Cards. If a long term badge is required (period greater than six (6) months) the employee will also be required to complete form SF 85, "Questionnaire for Non-Sensitive Positions", and form OF 306, "Declaration for Federal Employment". These forms are required for the Governments use in conducting background investigations per Homeland Security Presidential Directive HSPD-12. Copies of these forms are available on the SRR Internet Home Page at http://www.srs.gov/general/busiops/PMMD/general_provisions.htm

- (3) Consultant will observe the following badging procedure for processing employees through employment and security orientation:
 - (i) A minimum of two working days prior to the start of the badging and orientation process, Consultant shall transmit the following information to the STR (or the End User if an STR is not appointed for this order):
 - Subcontract Number
 - Employee name
 - Employee address
 - Employee Social Security Number
 - Employee Date of Birth
 - (ii) Consultant employees shall report to SRS Building 703-46A at SRS Road 1, approximately two miles east of SC Highway 125 in Jackson, SC. Employee shall be given a temporary badge for travel to SRS Central Shops Area for Substance Abuse Program (SAP) Testing. (See Article titled "Workplace Substance Abuse Programs.")
 - (iii) Each employee must successfully pass General Employee Training (GET) prior to undergoing the Photo Badging procedure. See Article titled "General Employee Training and Annual Refresher Training for Subcontract Employees". GET is given on Monday of each week in the Jackson, SC municipal building, and should be scheduled well in advance of the desired date in order to assure placement.
 - (iv) The orientation and badging process will take approximately four (4) hours.
- (4) The maximum duration that Consultant employees will be issued a site access badge is one (1) year. Consultant employees

requiring a new badge will report to the Badge Office and repeat the badging process.

- (5) If Work under this Subcontract is to be performed in security areas, all personnel will be required to sign in and out at security gates and are subject to a search of their person and belongings at entrances to or exit from the area.

B. Temporary Badge. (Typically for visitors and short term personnel.)

- (1) Temporary badges are valid for a maximum of 10 calendar days per person in a calendar year. To avoid unnecessary expiration, these badges should be returned to the badge office immediately upon completion of need.
- (2) Two working days prior to the need date, Consultant shall transmit the following information to the STR/End User:
 - Subcontract Number
 - Employee name
 - Employee address
 - Employee Social Security Number
 - Employee Date of Birth
- (3) The Assigned Competent Person (ACP) (Consultant or SRR employee) shall perform Task Analysis of scope to be performed and identify any applicable contractual task specific checklist(s) from the subcontractors accepted Worker Protection Plan or SRR's Focused Observation Database if a WPP is not required by the terms of this order.
- (4) ACP shall provide advance copy of any task specific safety checklist(s) to personnel seeking temporary badges.
- (5) Badge Office provides initial security briefing, issues registration card and obtains acknowledgement signature, issues "maroon" Visitors Badge for duration requested by STR/End User.
- (6) ACP reviews any applicable checklist(s) and performs focused observations as directed by the STR/End User.
- (7) Upon completion of scope, return badge to Badge Office upon exiting SRS.

C. Identity Verification.

- (1) In order to receive a photo or temporary badge for entry to SRS, subcontractor/Consultant employees, except delivery personnel (see subparagraph (2) below), will be required to present two specific forms of identification from the "List of Acceptable Documents" (Department of Homeland Security Form I-9, copy available on the SRR Internet Home

Page at
http://www.srs.gov/general/busiops/PMMD/general_provisions.htm). At least one of the documents selected from the list must be a valid State or Federal government-issued picture ID.

- (2) Vendor Delivery Personnel. Unbadged personnel seeking a temporary badge for material/equipment deliveries will be required to present one form of picture identification that will verify their identity, such as a valid state driver's license that includes a photograph. Delivery personnel shall enter the site at the Aiken Barricade located approximately one (1) mile south of SC Highway 278, and will be escorted at all times to the delivery location and back to the entrance barricade by Wackenhut Services, Inc assigned escorts, or by Assigned Competent Persons (SRR or Consultant).

- D. If the Consultant or any lower tier subcontractor should independently suspend or remove an employee from work at the Savannah River Site (SRS) for unsafe acts or behavior, the Consultant shall immediately notify the STR/End User, return the employee's badge to the STR/End User, and provide the STR/End User with written notification of the employee's name and reason(s) for such suspension or removal.

A.16 GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES

(The following terms are applicable if performance of this Order will require the supplier/Consultant's employee(s) to perform work on SRS premises for more than ten (10) working days.)

A. General Employee Training (GET).

- (1) The Consultant shall inform his employees and the employees of his lower tier subcontractors and agents that it is the policy of Savannah River Remediation to adhere to the requirements contained in the DOE Order entitled "Personnel Selection, Qualification and Training Requirements," which requires any individual, employed either full or part-time at any DOE reactor or non-reactor facility to receive selected general training.
- (2) Successful Completion Required
Said employees, referred to in the remainder of this document as "individual", must successfully complete the training known as "General Employee Training" (GET) as offered by the SRS. The GET sessions are given by a Savannah River Site authorized

GET instructor. There are three categories of GET.

- (i) Category 1 consists of viewing a video that lasts for one hour. This category is limited to delivery personnel, visitors, and other temporary personnel that require badged access to the general site and property protection areas and are typically on site greater than 10 days, but not consecutively, in a calendar year.
- (ii) Category 2 consists of viewing a video and a written examination, and lasts for approximately two hours. This category would apply to visitors or other temporary personnel that require badged access to the general site and property protection areas and are on site greater than 10 days consecutively in a calendar year, and additional training is not required as determined by SRR.
- iii) Category 3 consists of eight hours of training and includes instructor lecture along with audio and visual aids and a written examination. This category applies to individuals who require badged access to the general site, property protection areas, or security controlled areas and additional training is required, as determined by SRR.
- (3) Successful Completion Defined: Successful completion occurs when the individual
- (i) Is scheduled for GET,
- (ii) Attends the GET session,
- (iii) Obtains a test score of 70% or greater on the written examination, if required, (100% is the highest obtainable score), and
- (iv) Properly completes all documents (rosters, exam answer sheet, etc.).
- (4) Unsuccessful Completion Defined: If the individual fails to successfully complete GET, the individual is given a failure notice and is to notify the Subcontract Technical Representative (STR) for rescheduling for remedial training or for a re-test. The individual will be allowed several chances to successfully complete the GET. Continued failure to successfully complete GET will result in resolution by the STR.
- (5) Scheduling for GET
The STR shall direct the individual to the appropriate training center to attend the GET session. GET training is scheduled subject to demand.
- (6) Records

GET records will be maintained by SRR.

- B. Annual Refresher Training.
Refresher Training is required after an individual's initial successful completion of all categories of GET, regardless of the individual's present employer. Category 1 and Category 2 GET training must be repeated annually. For Category 3, successful completion of Consolidated Annual Training (CAT) is required. The Consultant is responsible for scheduling its employees for this training. The STR may be contacted for assistance.
- C. Upon providing proof of successful completion of GET either at another DOE facility, or while employed by a firm other than the Consultant under this Order, the employee will not be required to repeat this training.

A.17 SECURITY EDUCATION REQUIREMENTS FOR SUBCONTRACTORS

(The following items are applicable if performance of the Subcontract will require the Consultant/Consultant's employee(s) to receive a security badge.)

- A. Subcontractor Security Education Coordinator.
 - (1) If this Order will require a force of more than thirty (30) subcontract employees receive a badge, then the Consultant shall provide to the SRR Security Education Office, the name of representative appointed to administer Security Education Program. This representative shall be referred to as the Subcontractor Security Education Coordinator (SSEC).
 - (2) If the Subcontract will require that less than thirty (30) subcontract employees receive a badge, then the SRR Subcontract Technical Representative (STR) will perform the activities discussed in this Supplement.
- B. Company Roster.
The SSEC will be responsible for providing the STR with a roster of all Consultant personnel receiving a badge. At a minimum the data shall include name, social security number, work telephone number, clearance level and place where work is generally performed. This list shall be kept current and updated every sixty (60) days.
- C. Initial Briefing.
The SSEC will ensure that all Consultant's personnel, regardless of clearance level, receive an Initial Security Briefing. This briefing is shown during General Employee Training. This briefing consists of a videotape shown during GET, or at the time of badging for those

individuals not required to attend GET.

- D. Comprehensive Briefing.
If Consultant's personnel have a clearance at the inception of this Order, or receive a clearance at any time during the course of the Order, the SSEC/STR will ensure that those subcontract employees receive a Comprehensive Briefing from SRR.
- E. Annual Refresher Briefing.
The SSEC/STR shall ensure that all subcontract employees receive, at least once in a twelve (12) month period, an Annual Security Refresher briefing from SRR. This briefing is provided during GET Refresher Training.
- F. Foreign Travel Briefing.
If a subcontract employee plans a trip to a sensitive country, whether on official business or for pleasure, the SSEC/STR is responsible for ensuring that the individual receives a Foreign Travel Briefing from SRR before departing and a Debriefing upon return. The OPSEC Officer is responsible for these Briefings.
- G. Badge Retrieval at Termination.
The Consultant is responsible for ensuring that badges are returned or accounted for when a subcontract employee terminates employment or when an Order is completed. The employee must report to Employment Processing Center, for proper completion of out-processing and badge return. This effort should be coordinated with the SRR STR.
- H. Termination Briefing.
When a subcontract employee terminates employment or is reassigned, the SSEC/STR will ensure that a Termination Briefing by SRR is given and the appropriate forms are executed. Briefing materials and appropriate forms are provided by SRR.

A.18 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

In the performance of this order, the Consultant is responsible for complying with the following requirements and for flowing down all requirements to lower tier subcontractors.

- A. The Consultant ensures that access to UCNI is provided to only those individuals authorized for routing or special access (see DOE M 471.1-1, Chapter II). Consultant may provide access to material or data containing Unclassified Controlled Nuclear Information (UCNI) utilized in the performance of this Order only to employees who are citizens of the United States.
- B. The Consultant ensures that matter identified as UCNI is protected in accordance with the instructions contained in DOE M 471.1-1,

Chapter II. Any material or data containing UCNI which is stored on computer systems must be protected, and the protective measures and/or policies must be specified in a Computer Protection Plan approved by the SRR Computer Security organization. Adherence to the Plan is required during the performance of this Order.

- C. Material or data containing UCNI shall be disposed of in a manner as described in DOE M 471.1-1, Chapter II. At a minimum, UCNI matter must be destroyed by using strip cut shredders that result in particles of no more than 1/4-inch wide strips. Documents containing UCNI may also be disposed of in the same manner that is authorized for Consultant disposition of other classified material or data. If the above disposal methods are not available to the Consultant, the Consultant may return the UCNI matter to the STR for disposition, with the prior approval of the STR.
- D. The Consultant shall report to the SRR Security Office or the SRR Procurement Representative any incidents involving the unauthorized disclosure of UCNI.
- E. If performance of work under this order results in the generation of unclassified documents that contain UCNI, the Consultant shall have a sufficient number of trained UCNI review personnel to ensure the prompt and proper review of generated material or data to provide for the identification, marking, and proper handling of material or data determined to contain UCNI. The Consultant's Reviewing Officials shall apply or authorize the application of UCNI markings to any unclassified matter that contains UCNI in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part C.
- F. If the Consultant has a formally designated Classification Officer, the Classification Officer-
 - (1) Serves as a Reviewing Official for information under his/her cognizance;
 - (2) Trains and designates other Reviewing Officials in his/her organization, subordinate organizations, and lower tier subcontractors and maintains a current list of all Reviewing Officials; and
 - (3) May overrule UCNI determinations made by Reviewing Officials under his/her cognizance.
- G. If the Consultant has no formally designated Classification Officer, the Consultant submits a request for the designation of Reviewing Officials to the local Federal Classification Officer in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.

A.19 LIMITATION OF FUNDS

NOTE: This article is applicable only if the Subcontract is partially funded.

- A. Of the total price of the Subcontract, the sum of \$_____ is presently available for payment and allotted to the Subcontract. It is anticipated that additional funds will be allocated to the Agreement in accordance with the following schedule until the total price of the Subcontract is funded:
- B. The Consultant agrees to perform or have performed work on the Subcontract up to the point at which, if the Subcontract is terminated pursuant to the Termination For Convenience of SRR article of the Subcontract, the total amount payable by SRR (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRR article would, in the exercise of reasonable judgment by the Consultant, approximate the total amount at the time allotted to the Subcontract. The Consultant is not obligated to continue performance of the work beyond that point. SRR is not obligated in any event to pay or reimburse the Consultant more than the amount from time to time allotted to the Agreement, anything to the contrary in the Termination For Convenience of SRR article notwithstanding.
- C.
 - (1) It is contemplated that funds presently allotted to the Subcontract will cover the work to be performed until_____.
 - (2) If funds allotted are considered by the Consultant to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Consultant shall notify SRR in writing when within the next 60 days the work will reach a point at which, if the Subcontract is terminated pursuant to the Termination For Convenience of SRR article of the Subcontract, the total amount payable by SRR (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRR article will approximate 75 percent of the total amount then allotted to the Subcontract.
 - (3)
 - (i) The notice shall state the estimated date when the point referred to in subparagraph C.(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph C.(1) of this clause, or an

agreed date substituted for it.

- (ii) The Consultant shall, sixty days in advance of the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it, advise SRR in writing as to the estimated amount of additional funds required for the timely performance of the Subcontract for a further period as may be specified in the Subcontract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in subdivision C.(3)(ii) of this clause, additional funds are not allotted by the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it, SRR shall, upon the Consultant's written request, terminate the Subcontract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination For Convenience of SRR article.
- D. When additional funds are allotted from time to time for continued performance of the work under the Subcontract, the parties shall agree on the applicable period of Subcontract performance to be covered by these funds. The provisions of paragraphs B and C of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the Subcontract shall be modified accordingly.
- E. If, solely by reason of SRR's failure to allot additional funds in amounts sufficient for the timely performance of the Subcontract, the Consultant incurs additional costs or is delayed in the performance of the work under the Subcontract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the work to be performed.
- F. SRR may at any time before termination, and, with the consent of the Consultant, after notice of termination, allot additional funds for the Subcontract.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of SRR under the default article of the Subcontract. This clause shall become inoperative upon the allotment of funds for the total price of the work under the Subcontract except for rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of SRR to terminate the Subcontract pursuant to the Termination For Convenience of SRR article of

the Subcontract.

A.20 RIGHT OF FIRST REFUSAL OF EMPLOYMENT

The scope of work described herein as currently being performed by Buyer (SRR/BSRI) employees and award of an order may displace these workers. Consistent with section 3161 of the National Defense Authorization Act (PL 102-484), if the Consultant needs to hire additional employees beyond those already part of its existing work force as of the date of this Subcontract in order to satisfy the performance requirements set forth by the scope of work in this Subcontract, the Consultant must first consider the employment of qualified displaced DOE contractor employees who meet the 3161 Job Attachment Test prior to using other avenues to fill that employment need. At the time of award of the Subcontract, the Buyer shall make available to the Consultant a list of displaced employees with sufficient information to allow for contact. This requirement shall be included in the resultant Subcontract and be in effect from the date of award of the Subcontract.

A.21 COPYRIGHTS FOR SRR DIRECTED TECHNICAL PERFORMANCE

(This Article applies only if specifically so stated in this Subcontract.)

Consultant shall cause its employee(s) to assign to SRR all rights under the copyright in all works of authorship prepared at the direction of SRR during the term of this Subcontract. Consultant shall include terms in its arrangements with its employee(s) to require such assignments to SRR. To the extent that such works of authorship are considered to be works made for hire for Consultant, Consultant agrees to assign and does hereby assign all of its rights under the copyrights in such works to SRR or the U. S. Government.

A.22 RESERVED

A.23 CONSULTANT'S LIABILITY FOR FINES AND PENALTIES

- A. Consultant is liable to SRR for fines and penalties assessed by any governmental entity against SRR or DOE as a result of Consultant's failure to perform its work under the Subcontract in compliance with the requirements of the Subcontract.
- B. Consultant shall indemnify, defend and hold harmless SRR and DOE from and against any and all claims, demands, actions, causes of action, suits, damages, expenses, including

attorney's fees, and liabilities whatsoever resulting from or arising in any manner on account of the assessment of said fines and penalties against SRR or DOE.

A.24 FOREIGN NATIONALS

(As used in this Article, the term "Foreign National" is defined to be a person, who was born outside the jurisdiction of the United States, is a citizen of a foreign government and has not been naturalized under U.S. law.)

- A. The Consultant shall obtain the approval of SRR, in writing, prior to any visit to a DOE or SRR facility by any Foreign National in connection with work being performed under this Order, in accordance with the requirements of DOE Order 142.3, Unclassified Foreign Visits and Assignments Program. Visits are normally for the purpose of technical discussions, orientation, observation of projects or equipment, training, subcontract service work, including delivery of materials, or for courtesy purposes. The term "visit" also includes officially-sponsored attendance at a DOE or SRR event off-site from the DOE/SRR facility, but does not include off-site events and activities open to the general public. Consultants should be aware that required forms and documents necessary for approval of visits by Foreign Nationals should be submitted to the SRR Procurement Representative at least four (4) to six (6) weeks prior to the visit, depending on the nationality of the individual and the areas to be visited. Forms can be obtained from the SRR Procurement Representative.
- B. In addition, the Consultant shall obtain the approval of the SRR Procurement Representative, in writing, prior to the employment of, or participation by, any Foreign National in the performance of work under this Subcontract or any lower tier Subcontract at off-site locations. Such approvals will be processed in accordance with the requirements of DOE Order 142.3
- C. In the performance of off-site work, Foreign Nationals only incidentally involved with a SRR Subcontract, and who have no knowledge that their activities are associated with SRR Subcontract work, are exempt from the above.

A.25 PAYMENT BY ELECTRONIC FUNDS TRANSFER

- A. Methods of Payment.
 - (1) All payments by SRR under this Subcontract shall be made by Electronic Funds Transfer

(EFT) except as provided in paragraph A.2 of this Article. As used in this Article, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

- (2) In the event SRR is unable to release one or more payments by EFT, Consultant agrees to either:
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request SRR to extend payment due dates until such time as SRR makes payment by EFT.
- B. Mandatory Submission of Consultant's EFT Information.

Consultant is required to provide SRR with the information required to make payment by EFT. Consultant shall provide this information directly to the office designated in this Subcontract, on forms provided by SRR, no later than 15 days after award. If not otherwise specified in this Subcontract, the payment office is the designated office for receipt of Consultant's EFT information. In the event that the EFT information changes, Consultant shall be responsible for providing the updated information to the designated office.
- C. Mechanisms for EFT Payment.

SRR may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System.
- D. Suspension of Payment.
 - (1) SRR is not required to make any payment under this Subcontract until after receipt, by the designated office, of the correct EFT payment information from Consultant. Until receipt of the correct EFT information, any invoice or subcontract financing request shall be deemed not to be a proper invoice for the purpose of payment under this Subcontract.
 - (2) If the EFT information changes after submission of correct EFT information, SRR shall begin using the changed EFT information no later than 30 days after its receipt by the designated office. However, Consultant may request that no further payments be made until the updated EFT information is implemented by the payment office.
- E. Payment Information.

On the day payment on Consultant's invoice is due, SRR will issue instructions to its bank to

transfer payment to Consultant, and will also send a FAX to Consultant explaining the details to support the payment.

F. Liability for Uncompleted or Erroneous Transfers.

- (1) If an uncompleted or erroneous transfer occurs because SRR used the Consultant's EFT information incorrectly, SRR remains responsible for --
 - (i) Making a correct payment; and
 - (ii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Consultant's EFT information was incorrect, or was revised within 30 days of SRR release of the EFT payment transaction instructions to the bank, and --
 - (i) If the funds are no longer under the control of the payment office, SRR is deemed to have made payment and the Consultant is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, SRR shall not make payment and the provisions of paragraph D shall apply.

- G. Overpayments. If Consultant becomes aware of a duplicate invoice payment or that SRR has otherwise overpaid on an invoice payment, the Consultant shall immediately notify SRR and request instructions for disposition of the overpayment.

A.26 JOINT INTELLECTUAL PROPERTY RIGHTS

- A. "Joint Intellectual Property Rights" shall mean any work under the subcontract, which:
- (1) Results from the involvement of at least one employee/participant from each of SRR and the Consultant; and
 - (2) The subject matter of which is capable of protection under domestic or foreign law, including but not limited to, patents, copyrights, trademarks, or mask works.
- B. As to Joint Intellectual Property Rights, in which SRR has a joint ownership interest, the Consultant agrees to negotiate in good faith with SRR a Memorandum of Agreement to resolve issues of participation in protection and commercialization.

A.27 SCIENTIFIC AND TECHNICAL INFORMATION

- A. Electronic submissions of technical reports will consist of two virus-free copies that are readable in the following formats:
- (1) Text will be submitted in native software (that is compatible with the suite of document creation software currently used at SRS) (fonts identified) or in RTF (rich text format).
 - (2) Embedded objects and files that are linked to a document must be supplied as well, as follows:
 - (i) Raster images (for example, photographs) will be submitted as TIFF or EPS @ resolution >100 dpi.
 - (ii) Vector art (for example, line art) will be submitted as EPS images.
 - (iii) Data-driven displays (e.g., spreadsheet charts) must be accompanied by data set used to generate them.

A.28 COMPLIANCE

Consultant shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations, including new provisions of 10 CFR 851 relating to Health and Safety. Compliance shall be a material requirement of this Subcontract. Except as otherwise directed by SRR, Consultant shall procure without additional expense to SRR, all necessary permits or licenses.

A.29 ACCESS TO DOE-OWNED OR LEASED FACILITIES

(Article applies if Consultant will require physical access to DOE-owned or leased facilities.)

- A. The performance of this Subcontract requires that the Consultant have physical access to DOE-owned or leased facilities. The Consultant understands and agrees that DOE has a prescribed process with which the Consultant and its employees must comply in order to receive a security badge that allows such physical access. The Consultant shall propose employees whose background offers the best prospect of obtaining a security badge approval for access. Consultant's employees also shall be physically fit for duty. This clause does not control requirements for Consultant or an employee obtaining a security clearance.
- B. The Consultant shall assure:
- (1) Compliance with procedures established by DOE and SRR in providing any forms directed by DOE or SRR;

- (2) Proper completion of any forms;
 - (3) Submission of the forms to the person designated by the SRR Procurement Representative;
 - (4) Cooperation with DOE and SRR officials responsible for granting access to DOE-owned or leased facilities; and
 - (5) The provision of additional information requested by those DOE/SRR officials.
- C. The Consultant understands and agrees that DOE may unilaterally deny the issuance of a security badge to the Consultant or an employee and that the denial remains effective unless DOE subsequently determines that access may be granted. Upon notice from DOE or SRR that an employee's application for a security badge is or will be denied, the Consultant shall promptly identify and submit the appropriate forms for the substitute employee, if needed in the performance of the work under this subcontract. The denial of a security badge to the Consultant or individual employees by DOE shall not be cause for extension of the period of performance of this Subcontract or any Consultant claim against DOE or SRR.
- D. The Consultant shall return to the SRR Procurement Representative, or designee, the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Consultant's employee(s) upon:
- (1) Termination of this Subcontract;
 - (2) Expiration of this Subcontract;
 - (3) Termination of employment on this Subcontract by an individual employee; or
 - (4) Demand by DOE/SRR for return of the badge
- E. The Consultant shall include this clause, including this paragraph E. in any lower tier Purchase Order or Subcontract, awarded in the performance of this Subcontract, in which an employee(s) of the lower tier subcontractor will require physical access to DOE-owned or leased facilities.

A.30 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

- A. "Contract" means this Subcontract or Purchase Order (except in instances when it is not applicable or appropriate), and includes changes and modifications to this Subcontract.
- B. "Contractor" means the party to whom this Subcontract or Purchase Order is awarded

(except in instances when it is not applicable or appropriate).

- C. "Government" means SRR (except in instances when it is not applicable or appropriate).
- D. "Contracting Officer" means the Procurement Representative of SRR.
- E. "Sub-Tier Subcontractor" means any party entering into an agreement with the Consultant or any lower tier subcontractor for the furnishing of supplies or services required for performance of this Subcontract.

(This Subcontract or Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRR will make their full text available.)

***A.31 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)**

DEAR 952.250-70

***A.32 RIGHTS IN DATA – GENERAL (JUN 1987)**

FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

***A.33 RIGHTS IN DATA - ALTERNATE II (JUN 1987)**

FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

***A.34 ADDITIONAL DATA REQUIREMENTS (JUN 1987)**

FAR 52.227-16

***A.35 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995)**

DEAR 952,227-11

***A.36 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)**

DEAR 952.209-72

NOTE: (This Article is applicable only if for Advisory & Assistance Services and the amount of the Subcontract Exceeds \$100,000.)

***A.37 CONVICT LABOR (JUN 2003)**

FAR 52.222-3

***A.38 PREFERENCE FOR U.S. - FLAG AIR CARRIERS (JUN 2003)**

FAR 52.247-63

***A.39 PROTECTION OF GOVERNMENT'S INTEREST IN SUBCONTRACTING (SEP 2006)**

FAR 52.209-6

***A.40 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

FAR 52.203-12

NOTE: (Applies if the amount of the Subcontract exceeds \$100,000)

***A.41 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**

DEAR 952.203-70

(Note: This Article applies only with respect to work to be performed on-site.)

***A.42 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)**

FAR 52.225-13

***A.43 CLASSIFICATION/ DECLASSIFICATION (SEP 1997)**

DEAR 952.204-70

(Note: Applies if under the terms of this subcontract Consultant will be required to possess an access authorization (L or Q Security Clearance).)

***A.44 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)**

DEAR 970.5227-5

(Note: Applies if the amount of the Subcontract exceeds \$100,000.)

***A.45 AUTHORIZATION AND CONSENT (JUL 1995)**

FAR 52.227-1

(Note: Applies if the amount of the Subcontract exceeds \$100,000.)

***A.46 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)**

FAR 52.204-9

(Note: Applies if Consultant requires routine access to a federally controlled facility and/or routine access to a Federally-controlled information system.)

***A.47 COMBATING TRAFFICKING IN PERSONS (AUG 2007)**

FAR 52.222-50

***A.48 SECURITY (MAY 2002)**

DEAR 952.204-70

(Note: Applies if under the terms of this subcontract Consultant will be required to possess an access authorization (L or Q Security Clearance).)

***A.49 PREFERENCE FOR PRIVATELY-OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)**

FAR 52.247-64

(Note: Applies if the amount of the Subcontract exceeds \$100,000.)

***A.50 AUDIT AND RECORDS - NEGOTIATIONS (JUN 1999)**

FAR 52.215-2

(Note: Applies if the amount of the Subcontract exceeds \$100,000.)

***A.51 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)**

FAR 52.222-41

***A.52 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)**

(Applies only if the value of this Subcontract exceeds \$5,000,000.)

FAR 52.203-13

***A.53 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)**

(Applies only if the value of this Subcontract exceeds \$5,000,000.)

FAR 52.203-14

***A. 54. EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**

(Applies only if the value of this Subcontract exceeds \$3000).

FAR 52.222-54